

AGREEMENT

by and between

THE TOWNSHIP OF BARNEGAT, NEW JERSEY
DEPARTMENT OF WATER AND SEWER
and

TEAMSTERS LOCAL NO. 35

Effective: January 1, 2007
Expiration: December 31, 2012

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AGREEMENT

THIS AGREEMENT made this _____, day of December, 2008, between the TOWNSHIP OF BARNEGAT (hereinafter referred to as the "TOWNSHIP" or the EMPLOYER), a Municipal Corporation organized and existing under the laws of the state of New Jersey, a public Township with its main offices at 900 West Bay Avenue, Barnegat, New Jersey 08005, and the TEAMSTERS LOCAL NUMBER 35 (hereinafter referred to as the "TEAMSTERS" or the "UNION", affiliated with the International Brotherhood of Teamsters, having its office at 620 US Route 130 Trenton, New Jersey, comprised of Barnegat Township Blue Collar Department of Water and Sewer employees, such organizations having been certified by the Public Employment Relations Commission as an appropriate bargaining agent for this until, after the Agency held an appropriate election. Wherever the terms "BLUE COLLAR EMPLOYEES" or "BLUE COLLAR SUPERVISOR EMPLOYEES" are used in this agreement, both designations shall be interchangeable and have the same meaning and effect. Unless otherwise set forth in this Agreement, all terms and conditions set forth herein apply from January 1, 2007 through December 31, 2012.

ARTICLE 1 **PURPOSE**

This agreement entered into between the Township and the Teamsters has its purpose the promotion of harmonious relations between the Township and the Teamsters the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other terms and conditions of employment with the Township.

ARTICLE 2 **RECOGNITION CLAUSE**

The Township recognizes Teamsters Local Number 35 affiliated with the International Brotherhood of Teamsters as the exclusive representative for all permanent full time and permanent regular part time Blue Collar Workers in the Barnegat Township Department of Water and Sewer within the meaning of the Act and specifically excluding, without limitation, the following: Supervisor of Water and Sewer Utility; and Water and Sewer Utilities Manager.

Job titles or job positions covered and included in this agreement are as follows:

ARTICLE 3 **CHECK OFF OF DUES**

The Township agrees to deduct from the earnings of each employee union members dues when said employee has properly authorized such deductions in writing. The Union will indemnify, defend and save harmless the Township against any and all such claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deductions authorization cards submitted by the Union to the Township. The Township will forward all dues deductions monies collected on a monthly basis to the Secretary-Treasurer of the Union on or before the 15th of each month. A list of names of deductions will be forwarded monthly.

Any full time employee or part time employee working in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter and any new employee who does not join within thirty (30) days of the date of hire shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. This representation fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, initiation fee and assessments as certified by the Union to the Township (Employer). The Union agrees to save the Employer harmless from any and all action it takes under this article.

ARTICLE 4 **JOB STEWARDS**

The Township recognized the right of the Union to designate Job Stewards and Alternates. The authority of the Job Steward and Alternates so designated by the Union shall be limited to, and shall not exceed the following duties and activities.

1. The investigation and presentation of grievances in accordance with the provision of the Collective Bargaining Agreement.
2. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information (a) have been reduced to writing, or (b) if not reduced to writing, are of a routine nature and do not involve work stoppages and/or work slow downs, work refusals.

The Township recognizes these limitations upon the authority of Job Stewards and their duly appointed alternates and shall not hold the Union liable for any unauthorized acts. The Township in so recognizing such limitations shall have the authority to impose the appropriate discipline, including discharge, in the event the shop Steward has taken strike action, slowdown or work stoppage in violation of this Agreement or appropriate law. The Shop Steward or their duly appointed alternates, shall be permitted reasonable time to investigate, present and process grievances on company property, without loss of time and/or pay during the regular working hours, and where mutually agreeable to by the Union and the Township. Such time spent in handling grievances during the Steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Steward.

The Union shall not designate more than one (1) Shop Steward or more than two (2) alternates.

ARTICLE 5 **EMPLOYEE RIGHTS**

The parties agree to comply with all Equal Employment Opportunity guidelines, directives or statutes.

No employee shall be disciplined or reprimanded without just cause. Any such actions asserted by the Township or any agent or representative thereof, shall be subjected to the prescribed grievance procedures herein set forth.

ARTICLE 6 **GRIEVANCE PROCEDURES**

PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, an equitable resolution to problems which may arise affecting the terms and conditions of the Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of their departmental supervisory staff.

DEFINITIONS

The term "grievance" as used herein means any controversy arising from or over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Union or the Township.

STEPS OF THE GRIEVANCE PROCESS

The Township and the Union have the right to mutually agree to expand any of the timeframes set forth in any of the steps of this Grievance process.

STEP NUMBER ONE

An aggrieved employee shall discuss their grievance with the Shop Steward (or their alternate) and the Department Head within five (5) working days of the occurrence of the grievance, and an earnest effort shall be made to settle and resolve the differences between the aggrieved employee(s), the Shop Steward and the Department Head. Failure to act with established five (5) working days shall be deemed to constitute an abandonment of the grievance on behalf of the employee(s).

The Department Head shall attempt to settle and resolve the Grievance or render a decision within five (5) working days after the grievance has been raised.

STEP NUMBER TWO

In the event a satisfactory settlement or resolution has not been reached, the grievance shall be reduced to writing by the aggrieved employee(s) and one (1) copy be furnished to the Township Administrator and one (1) copy to the Department Head, within five (5) working days following the determination by the Department Head.

The Department Head (or designated representative) and the Township Administrator shall meet and attempt to resolve the grievance within ten (10) working days from the time the written grievance was presented. The Township Administrator shall within ten (10) working days of such meeting, issue a written determination on the grievance.

STEP NUMBER THREE

If the aggrieved employee(s) is not satisfied with the disposition of the grievance at step number one or step number 2, the employee(s) may within ten (10) work days after the decision has been rendered by the Township Administrator, submit their grievance to arbitration. The request for arbitration shall be through the Public Employment Relations Commission pursuant to N.J.A.C. 19:12-5.1. The cost of the arbitration shall be equally borne by the Union and the Township.

The decision of the Arbitrator shall be final and binding. The Arbitrator will have no authority to add to, subtract from, or otherwise change the contract agreed between the parties. The Arbitrator shall be without power to make any decision which requires the commission or an act prohibited by law or which violates the terms and conditions of the Agreement. The decision of the Arbitrator shall be in writing with reasons thereof except by mutual consent of the parties.

ARTICLE 7 **SENIORITY**

Seniority shall be considered for purpose of scheduling vacations, personal leave and Comp Time leave. Furthermore, it shall be a consideration if a job opening within the Township should occur but shall not be the sole determining factor. Seniority will also be considered for job assignments within an employee's job title/position, but shall not be the sole determining criteria or factor utilized to assign work with any particular job title/position.

Should the Township decide to reduce the workforce in any particular job title/position, the Township will reduce the number of employees in that particular job title/position on the basis of seniority within that particular job title/position.

Employees shall be recalled for work from laid off status in the order of seniority, provided that the employee possesses the requisite skill, qualifications and ability to perform the available work. The necessary qualification determination or assessment shall be at the sole discretion of the Township and cannot be grieved by the Union.

ARTICLE 8 **SICK LEAVE**

All permanent full time employees covered by this Agreement shall be granted sick leave pay of one (1) and one quarter (1.25) working days for each month of service or a total of fifteen (15) days per year. The amount of sick leave not taken shall accumulate from year to year as provided under paragraph E of this Article. For the purpose of this Article, a "working day" for permanent full time employees shall be defined as an eight (8) hour day.

Any and all sick leave allotments are given in anticipation of continued employment. Therefore, the Township has the right to prorate any employee's sick time upon retire or separation of service, and the employee will be entitled to utilize a prorated amount of their sick leave in the year of their retirement or separation of service.

The term "sick leave with pay" is hereby defined to mean the necessary absence of duty due to illness, injury or exposure to contagious disease and may include absence due to illness in the immediate family of the employee or necessary attendance upon a member of the immediate family who is sick or ill.

Employees absent on sick leave for a period of ten (10) days or more during any given year or for five (5) consecutive days, shall submit to the Township on a periodic basis medical evidence acceptable to the Township sustaining the illness to the office of the Township Administrator. In addition, such employee may be required by the Township to submit to a medical examination by the Township physician or other physician designated by the Township.

All employees regardless of date of hire are entitled to a maximum payout of \$15,000 upon retirement for any unused accumulated sick leave.

An employee may buy back accumulated sick leave up to five (5) days per year. Employees shall notify the Township in writing by January 15th of the following year if they intend to sell back sick time. Along with the exact number of days that will be sold back. Payout shall be the hourly rate of pay on December 31 of the previous year. Payment must be made by March 31.

ARTICLE 9 **PERSONAL LEAVE**

Each employee shall be eligible for five (5) paid non cumulative personal leave days for the purpose of conducting personal business and/or family duties. The use of such personnel days shall require a minimum of forty eight (48) hours notice to the employee's immediate supervisor and subsequent approval of said supervisor. In case of any unforeseen circumstances and/or emergency, this notification requirement may be waived, suspended or altered upon approval of the Supervisor.

ARTICLE 10 **BEREAVEMENT LEAVE**

The employee shall have up to five (5) days leave in the event of the death of an employee's spouse, child, parent, brother or sister, brother in law, sister in law, father in law, grandparents or grandchildren. Each employee shall have one (1) day for aunts and uncles which shall be used on the day of the service if the event falls on a regular work day. Each employee shall have three (3) days of bereavement leave for other family members not listed above who reside in the same household as the employee on the date of the relative's death.

ARTICLE 11 **UNION LEAVE**

The bargaining unit may use up to a total of ninety six (96) hours for Union business leave each year. Employees wishing to utilize this type of leave must request the leave at least forty eight (48) hours before it is to commence. The taking of such leave shall not impede or adversely impact the efficient operation of any Township Department or office when it is taken.

ARTICLE 12 **PROBATION PERIOD**

All new employees shall be considered to be on probation for a period of ninety (90) days effective on their start date and may be discharged without cause during the ninety (90) day probationary period. Management has the right to extend the promotion probationary period for an additional ninety (90) days if warranted.

Employees in the probation period shall be entitled to receive pay on all designated Township holidays as designated in Article 24. Any employee on probation who works on a Township holiday shall be entitled to compensation in accordance with this agreement.

ARTICLE 13 **NO STRIKE NO LOCKOUT**

In addition to any other restrictions under the law, the Union will not cause a strike, work slow down, work stoppage or job action of any kind, nor will any employee take part in a strike, interference with or stoppage of the Township's work. The Township shall not cause any lockout.

If the Union violates this section, then such parties or person(s) shall be responsible for any damages resulting as a matter of consequence of such action and such damages may be recovered by appropriate action instituted in court in addition to any other legal remedies which may be available.

ARTICLE 14 **OVERTIME**

All work performed in excess of forty (40) hours in any one (1) week, or eight (8) hours in one (1) work day, shall receive compensation at time and one half.

SNOW PLOWING

Time periods for snow plowing or other emergency related work shall be determined by the Mayor and/or Township Administrator. The decision by the Mayor and/or Administrator shall be final.

For snow plowing/ice control purposes, premium payment of time and one half (1.5) shall be paid when the entire work force is assigned to the function during normal working hours. Any subsequent snow plowing or ice control work, shall be considered as part of the normal work day and shall be compensated at straight time. Snow plowing or ice control work performed on a Township designated holiday or on a Sunday shall be compensated at double time.

During times of snow plowing or other emergency related work, management has the right to assign work, including overtime, based on need and management shall have the discretion to assign any and all work based on their judgment. Work assignments during times of snow plowing or during other emergency work can only be grieved after completion of assignment or at the conclusion of the emergency.

MEAL ALLOWANCE RATES

Year 2007 - \$13.00

Years 2008 through 2012 - \$15.00

The Township has option to provide meals to employees engaged in snow plowing or other emergency related work.

OVERTIME ROTATION

Overtime shall be assigned based on seniority within the division that requires the overtime. If additional personnel are needed outside of the division, then overtime shall be assigned based on ability to perform the work. All determinations as to ability and qualifications to perform required work shall be at the discretion of management.

No employee shall be permitted to accept an overtime assignment if the employee does not possess the necessary skill and ability to properly and safely perform the work.

Management will make every reasonable attempt and effort to assign overtime in a fair and equitable manner.

SUNDAY OVERTIME

An employee assigned to work overtime on Sunday shall be paid at a rate of double time for all hours worked.

HOLIDAY OVERTIME

An employee assigned to work on a Township designated holiday shall be paid at the rate of double time for all hours worked.

DUPLICATION / PYRAMDING OF PAY

There shall be no duplicating or pyramiding of any premium pay provided for under these provisions of this agreement for the same hours worked.

If practical and the needs are known in advance, the Township shall request overtime from any employee at a minimum of forty eight (48) hours in advance of when required overtime is necessary. This requirement applies to known scheduled events.

OVERTIME OFFER

The offer of overtime shall mean that the Township will call by telephone or communicate directly with the employee. If the offer of overtime is by telephone, then one (1) attempt and only one (1) attempt by telephone shall be made. If the employee is not home or does not respond, then it shall be deemed a no contact. However, should the employee respond prior to the assignment being filled, the employee will be allowed to fill the overtime assignment.

CALL-IN

In the event an employee is called in to work other than their normal working hours, the employee shall be paid at a rate of time and one half (1.5) for all time worked during that call in period.

In the event an employee is called in to work other than their normal working hours and such call in is on a Sunday or a Township designated holiday, the employee shall be paid at a rate of double time for all time worked during that call in period.

In no such case shall employee be paid for less than three (3) hours for call in work, except in the case when the call in to duty is less than three (3) hours prior to the start of the normal work shift. In such an event, the employee shall only be paid for actual hours worked. When a call out occurs after midnight the employee will be paid for no less than (4) four hours, except in the case when the call in to duty is less than (4) four hours prior to the start of the normal work shift. In such an event, the employee shall only be paid for actual hours worked.

While an employee from the Water and Sewer Department is on call the employee shall be paid a flat rate of \$200.00 for the time covering Monday through Sunday. Saturday well and pump station checks shall be paid at a rate of time and one half and Sundays shall be paid at double time.

ARTICLE 15 **SAFETY REPORT**

Whenever an employee is assigned to drive or operate a Township vehicle or equipment, and said employee feels such vehicle or equipment requires such repairs that it is unsafe, hazardous or defective to safely operate, the employee shall immediately notify their immediate supervisor or other appropriate managerial employee of said safety hazards or defects. The Supervisor shall request the employee to complete (in writing) a Safety Report as agreed upon by the parties to this Agreement.

ARTICLE 16 **BULLETIN BOARD**

The union shall have access to a suitable size bulletin board in each designated work area. The Union may post notices of Union activities and information pertinent to its collective bargaining relationship on these bulletin boards. Copies of all posted information shall be forward to the office of the Township Administrator.

ARTICLE 17 **MILITARY OR NATIONAL GUARD**

The Township agrees to provide all employees with military leave in accordance with existing Federal and State laws and regulations.

ARTICLE 18 **US FORESTRY SERVICE**

Any employee, who had been permitted to attend up to four (4) weeks of United States Forestry Service prior to this agreement, shall be entitled to continue with the practice. Any such employee shall not, however, receive any salary while attending such service unless employee's leave time is utilized.

ARTICLE 19 **LONGEVITY**

All employees regardless of date of hire shall be subject to the same longevity schedule

<u>Years of Service</u>	<u>Longevity Rate</u>	<u>Years of Service</u>	<u>Longevity Rate</u>
Start of 5 th Year	2%	Start of 17 th Year	5%
Start of 9 th Year	3%	Start of 21 st Year	6%
Start of 13 th Year	4%	Start of 25 th Year	7%

ARTICLE 20 **ON THE JOB INJURY**

All accidents shall be reported immediately to the employee's supervisor. If an employee is injured, treatment shall be sought through the Township Physician or a local hospital. If an employee is sent home by the Township Physician, the local hospital or any other medical professional designated by the Township, the employee shall be entitled to be paid for the remainder of the work day on which the employee is sent home.

ARTICLE 21 **PROMOTIONS AND TRANSFERS**

For the purpose of this Article, a promotion will be defined as a permanent appointment from one job to another job in a higher wage rate.

When an opportunity for promotion arises within the bargaining unit, the Township shall post job openings on the bulletin boards. Employees desiring an opportunity to fill such openings may file written requests. Such notices shall be posted for forty-eight (48) hours. In making any promotion within the bargaining unit both seniority and qualification will be considered by the Township.

Promotions will be determined based on favorable employee performance evaluations as conducted by employee immediate supervisor and the water and sewer utility manager.

Any disputes involving promotions will be resolved by the Township Administrator and that the decision of the Township Administrator shall be final.

The minimum time between promotions shall be eighteen (18) months unless mutually agreed otherwise.

An employee promoted to a higher rated job shall be allowed a ninety (90) day probationary period to demonstrate the ability to perform the job. If the employee is unable to qualify, he/she shall be returned to the former job. If any employee should be absent for three (3) or more days during the ninety (90) day probationary period, then that probationary period shall be extended, at the Township's option, for the number of days of the employee's absence.

ARTICLE 22 **HEALTH BENEFITS**

The Township shall provide to each full time employee and the employee's immediate family (spouse and children) covered by the Township insurance, following hospital and medical benefits.

Comprehensive hospital/physician coverage with the following deductible limits:
In Network \$10.00 co-pay paid by the employee where applicable.

Out of Network \$100.00 individual \$200.00 per family first dollar coverage paid by the employee, co-insurance deductible of 20% to \$3,000.00 of coverage paid by the employee. Other limits to match the current level of coverage.

VISION CARE SCHEDULE

Year 2007 \$200.00	Year 2009 \$250.00	Year 2011\$300.00
Year 2008 \$225.00	Year 2010\$275.00	Year 2012\$300.00

PRESCRIPTION PLAN CO-PAY

These amounts shall cover each individual family member;

Years 2007 and 2008	\$3.00 for generic and \$6.00 for named brands
Years 2009 and 2010	\$5.00 for generic and \$10.00 for named brands
Years 2011 and 2012	\$5.00 for generic and \$15.00 for named brands

DENTAL COVERAGE

The Township shall provide to all full time employees and the employees family group dental coverage that will provide the following coverage.

- \$ 25.00 deductible for employee, \$ 75.00 deductible per family.
- 100% preventive care, 80% basic care.
- 50 % prosthodontic care.
- \$ 2000.00 calendar year maximum per person.
- \$ 2000.00 maximum lifetime orthodontic benefit per person.

Nothing in this Article shall prevent the Township from changing the current insurance carrier so long as the benefits are no less than those currently in effect.

ARTICLE 23 **VACATION TIME**

All full time permanent employees shall be granted the following annual leave for vacation purposes with pay in and for each calendar year as follows:

Under 1 Year	5 days or 40 hours	Start of 14 th Year	21 days or 168 hours
Start of 1 st Year	12 days or 96 hours	Start of 19 th Year	25 days or 200 hours
Start of 4 th Year	15 days or 120 hours	Start of 25 th Year	28 days or 224 hours
Start of 9 th Year.....	18 days or 144 hours		

Vacations shall be scheduled so as not to interfere with the efficient and effective operation of the division and/or department to which the employee is assigned. Vacations shall be taken in the year of entitlement.

All requests for vacation leave shall be handled in accordance with the following policy:

- 1) Vacation leave request three (3) days or greater in length must be submitted as soon as reasonably possible, but no less than ten (10) working days prior to the requested vacation leave.
- 2) Vacation leave request two (2) days or less must be submitted as soon as reasonably possible, but not less than forty eight (48) hours prior to the requested vacation leave.

Once a vacation request has been approved, it cannot be modified unless mutually agreed. All vacation requests are subject to final approval of the Township Administrator.

Any employee who has resigned or who has otherwise separated from employment from the Township, shall be entitled to the vacation allowance established in this article prorated on the basis of the number of months worked in the year of resignation or separation.

If an employee leaves the employment of the Township for any reason before the end of the year after having taken a vacation allowance for the year, the employee may be charged with the unearned portion of their vacation allowance, which may be deducted from their final pay from the Township.

Vacation leave may be taken in hourly increments, provided that no less than four (4) hours is being utilized.

An employee may buy back vacation leave up to five (5) days per year. Employees shall notify the Township in writing by January 15th of the following year if they intend to sell back vacation leave time, along with the exact number of days that will be sold back. Payout shall be the hourly rate of pay on December 31 of the previous year. Payment must be made by March 31.

ARTICLE 24 **HOLIDAYS**

Each employee covered by this agreement shall be allowed the following holidays with full pay:

New Year's Day	Memorial Day	Veteran's Day
Martin Luther King Day	Independence Day	Thanksgiving Day
President's Day	Labor Day	Thanksgiving Friday
Good Friday	Columbus Day	Christmas Eve (one half day)

The Township Administrator shall by December 15th of the preceding year publish to all employees covered by this Agreement a schedule of the actual calendar days of the upcoming year for the above listed holidays.

ARTICLE 25
WORK CLOTHES

The Township will continue to furnish employees with uniforms and work clothing in accordance with established policy.

WORK BOOT ALLOWANCE SCHEDULE

Year 2007	\$120.00	Year 2009	\$140.00	Year 2011	\$150.00
Year 2008	\$120.00	Year 2010	\$150.00	Year 2012	\$150.00

All work boots purchased by utilizing the Township work boot allowance shall have a steel tip toe. Township reserves the right to change Water and sewer uniforms or clothing during this contract at the expense of the Township.

The Township will replace clothing damaged in the line of duty, including work boots.

ARTICLE 26
JURY AND COURT SERVICE

An employee shall be excused from work on a workday during which time the employee serves on a jury of any federal, state, county or other court provided the employee notifies the Township within forty eight (48) hours of receipt of jury notice. Employees shall be fully paid for such time lost from their regular and normal work shift.

If the employee is excused from jury duty four (4) hours prior to the end of their regular and normal work shift, the employee shall be required to report to work for the balance of their regular or normal shift.

It is understood that no employee will receive pay for more than eight (8) hours in any one (1) day or forty (40) hours in one (1) week.

An employee shall be excused from work on a work day during which the employee attends any court or legal proceeding as a result of a subpoena served on behalf of the Township and shall be fully paid from any time lost from their regular and normal shift.

If the employee is excused from Court Duty four (4) hours prior to the end of their regular and normal work shift, the employee shall be required to report to work for the balance of their regular or normal shift.

ARTICLE 27
PAST PRACTICE

All benefits and conditions of employment presently in existence for the bargaining unit, unless modified by this Agreement, shall be continued without change by the Township during the life of this Agreement.

Past practice(s), benefits and conditions of employment presently in existence can be modified if mutually agreed to by the Township and the Union.

ARTICLE 28 **SEVERABILITY**

If any part, clause, portion or article of this agreement is subsequently deemed by a court of competent jurisdiction to be illegal, such clause portion or article may be deleted and the remainder of the Agreement not so affected shall continue in full force and effect absent the affected clause or article.

ARTICLE 29 **WORK HOURS AND REST PERIODS**

NORMAL WORK DAY

The normal work day is eight (8) hours in duration, excluding a one-half hour lunch period.

TIME OF WORK HOURS

The normal work day shall start at 7:00 AM and end at 3:00 PM.

NEW WORK HOURS OR NEW WORK DAYS

New work hours and/or new work days shall be mutually changed with agreement by the Union and the Township.

BREAKS

All employees shall be entitled to one (1) fifteen minute "coffee" break in the morning and one (1) ten minute wash/clean up period each day without deduction in pay.

NORMAL WORK WEEK

The normal work week shall be defined as Monday through Friday, inclusive, unless modified by mutual agreement between the Township and the Union.

ARTICLE 30 **MANAGEMENT RIGHTS**

The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States, or other appropriate law including, but without limiting the generality of the foregoing, the following rights:

- A) The management and administrative control of the Township government and its properties and facilities.

- B) To hire all employees, to promote, transfer, assign, or retain employees in positions within the Township and in regard to establish reasonable work rules and regulations.
- C) To suspend, demote, discharge or take any other appropriate disciplinary action against an employee in accordance with this Agreement and appropriate law.
- D) To layoff employees in the event of the lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive.

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, directives, and practices, and the furtherance thereof, and the use of judgment and discretion of this Agreement, and then only to the extent such terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and laws of the state of New Jersey and of the United States of America.

Nothing contained in this Article shall be construed to deny or restrict the Township of its rights, responsibilities or authority under R.S. 40 and 40A or any other national, state, county or locals or ordinances.

ARTICLE 31 **WAGES**

REFER TO ATTACHED SALARY SCHEDULE FOR EACH EMPLOYEE

Out of title pay will be the difference between employee's existing salary and the salary of the out of title position. Out of title pay will be permitted only in whole day increments. Partial day out of title pay will not be permitted. Only base pay will be used in the calculation of out of title pay. Longevity, stipends and any other type of compensation will not be part of the out of title calculation.

All new employees must obtain their CDL within twelve (12) months of the date of the execution of the agreement. Employees must provide suitable documentation to the Township. Failure to satisfy this requirement could be cause for termination.

STIPENDS

1. Mosquito Spraying	4. Irrigation Specialist
2. Pesticide/Herbicide Application	5. GIS Tech
3. Operator of record (John Randazzo) *Operator of record as defined and in accordance with New Jersey Department of Environmental Protection. Regulation number N.J.A.C. 7:14A	

STIPEND COMPENSATION

Year 2007	\$1,200 per stipend	Years 2009 thru 2012... \$1,300 per stipend
Year 2008	\$1,250 per stipend	Operator of Record yearly stipend... \$4,500

Employees are permitted to earn a maximum of two (2) stipends unless otherwise mutually agreed.

Stipends earned during the year will be prorated.

ARTICLE 32 MISCELLANEOUS

Employees who are required to drive a Township vehicle are required to report all moving violations within forty eight (48) working hours to the Township.

The Township has a right, at its sole discretion, to send any employee to a defensive driving course(s) or class(s) after any accident, regardless of whether such accident occurs on or off the job. The Township shall pay for all cost for the course or class, and all reasonable efforts shall be made to send the employee during their working hours. However, should it be impractical for the Township to have the employee attend the defensive driving course or class during normal working hours, said employee shall attend while off duty and shall be compensated in accordance with this agreement.

The Township shall pay the renewal fee difference between CDL and regular driver's license provided it is completed on the employee's own time.

The Township will cover the reimbursement for any water, sewer, mosquito applicator, pesticide applicator and irrigation renewal fees.

In any and all cases involving discipline, any employee being subject to any form or type of discipline, has the right to request that union representation be present.

Employee evaluations and its relationship to promotional opportunities. Include the development of a suitable employee evaluation form along with the adoption of an evaluation procedure. The form and the procedure will be mutually agreed upon by the Township and the Union.

Employee evaluations will be performed by the employee immediate supervisor and Water and Sewer Department Head.

ARTICLE 33 SUCCESSION CLAUSE

The parties to this agreement expressly recognize that the purpose and intent of this article is to preserve to the bargaining unit the right to perform all work classified under this agreement and under the terms and conditions contained in this agreement.

This agreement shall be binding upon the parties hereto, any successors, administrators, executors, and assigns of the employer, whether by transfer, sale, conveyance, assignment, merger, lease, consolidation, acquisition, receivership, or bankruptcy, or other change in title, interest, or obligation of the department or any part of the department.

The employer shall make a pre-condition of any transfer, sale, conveyance, assignment, merger, lease, consolidation, acquisition, or other change in title, interest, or obligation of the department or any part of the department, that all terms, obligations, provisions, and intents of this agreement shall bind any successors, administrators, executors, and assigns of this agreement. Specifically, this pre-condition to transfer, sale, conveyance, assignment, merger lease consolidation, acquisition, or other change in title, interest, or obligation, shall expressly obligate any successors, administrators, executors, and assigns to employ members of this bargaining unit under the terms of this agreement. Further, the employer agrees that in the event that it relinquishes its control over the department and/or its facilities, in whole or in part, during the term of this agreement, it shall secure from the entity to whom it has transferred

such control, the agreement to preserve work to the bargaining unit members consistent with the terms and conditions of this agreement. It is further agreed and understood that the parties hereto shall not use any leasing or transfer device, agreement or contract, to a third-party or third-parties, to evade in any way the terms of this agreement.

Immediately upon the occurrence of the transfer, sale, conveyance, assignment, merger, lease, consolidation, acquisition, or other change in title, interest, or obligation, as described herein, the employer shall notify the union, in writing, of any agreement to convey, or otherwise transfer or assign to another entity, this agreement.

ARTICLE 34 **TERMINATION/EXTENSION OF CONTRACT**

This agreement shall be effective from the first day of January, 2007 and shall remain in full force and effect until the 31st day of December 2012. It shall be automatically be renewed from year to year unless either party shall notify the other in writing, sixty (60) calendar days prior to the expiration date, which it desires to modify the agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) calendar days prior to the expiration of the agreement.

All items provided for in this agreement shall be retroactive back to January 1, 2007 unless otherwise mutually agreed upon by the Township and the Union.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives, set their hands and seals this day of January, 2009.

FOR THE TOWNSHIP OF BARNEGAT

FOR TEAMSTERS LOCAL NO. 35



Jeffrey Melchiondo, Mayor



Daniel A. Kreiser, President



David Breeden, Administrator



Roger F. Grover, Secretary - Treasurer

SALARY SCHEDULE, WATER AND SEWER DEPARTMENT

LEVEL A; TITLE – LABORER

2007 BASE SALARY = \$33,200 \$15.96 PER HOUR
2008 BASE SALARY = \$ 34,530 \$ 16.60 PER HOUR
2009 BASE SALARY = \$ 35,910 \$ 17.26 PER HOUR
2010 BASE SALARY = \$ 37,350 \$ 17.96 PER HOUR
2011 BASE SALARY = \$ 38,857 \$ 18.68 PER HOUR
2012 BASE SALARY = \$ 40,414 \$ 19.43 PER HOUR

LEVEL B; TITLE – METER TECH

2007 BASE RATE \$ 35,100 \$ 16.87 PER HOUR
2008 BASE RATE \$ 36,510 \$ 17.55 PER HOUR
2009 BASE RATE \$ 37,970 \$ 18.25 PER HOUR
2010 BASE RATE \$ 39,500 \$ 18.99 PER HOUR
2011 BASE RATE \$ 41,100 \$ 19.76 PER HOUR
2012 BASE RATE \$ 42,744 \$ 20.55 PER HOUR

LEVEL C; TITLES – TRUCK DRIVER, MAINTENANCE WORKER

2007 BASE RATE \$ 36,700 \$ 17.64 PER HOUR
2008 BASE RATE \$ 38,170 \$ 18.35 PER HOUR
2009 BASE RATE \$ 39,700 \$ 19.08 PER HOUR
2010 BASE RATE \$ 41,300 \$ 19.86 PER HOUR
2011 BASE RATE \$ 43,940 \$ 20.64 PER HOUR
2012 BASE RATE \$ 44,658 \$ 21.47 PER HOUR

LEVEL D; TITLES – SENIOR TRUCK DRIVER, SENIOR MAINTENANCE WORKER WITH LEVEL 1 WATER AND SEWER LICENSES. (collections – (C-1), distribution – (W-1), and treatment – (T-1))

2007 BASE RATE \$38,500 \$18.51 PER HOUR
2008 BASE RATE \$ 40,050 \$ 19.25 PER HOUR
2009 BASE RATE \$ 41,650 \$ 20.02 PER HOUR
2010 BASE RATE \$ 43,320 \$ 20.83 PER HOUR
2011 BASE RATE \$ 45,053 \$ 21.66 PER HOUR
2012 BASE RATE \$ 46,862 \$ 22.53 PER HOUR

**LEVEL E; TITLES – EQUIPMENT OPERATOR / JET TRUCK OPERATOR , SENIOR MAINTENANCE WORKER WITH LEVEL 2 WATER AND SEWER LICENCES.
(collections – (C-2) , distribution – (W-2), treatment – (T-2).**

2007 BASE RATE \$ 42,300 \$ 20.34 PER HOUR
2008 BASE RATE \$ 44,000 \$ 21.15 PER HOUR
2009 BASE RATE \$ 45,750 \$ 21.99 PER HOUR
2010 BASE RATE \$ 47,590 \$ 22.88 PER HOUR
2011 BASE RATE \$ 49,500 \$ 23.80 PER HOUR
2012 BASE RATE \$ 51,480 \$ 24.75 PER HOUR

LEVEL F; TITLES – SENIOR EQUIPMENT OPERATOR / JET TRUCK OPERATOR

2007 BASE RATE \$ 44,400 \$ 21.15 PER HOUR
2008 BASE RATE \$ 46,180 \$ 22.20 PER HOUR
2009 BASE RATE \$ 48,030 \$ 23.09 PER HOUR
2010 BASE RATE \$ 49,950 \$ 24.01 PER HOUR
2011 BASE RATE \$ 51,950 \$ 24.98 PER HOUR
2012 BASE RATE \$ 54,038 \$ 25.98 PER HOUR

LEVEL G; TITLE – LEAD OPERATOR

2007 BASE RATE \$ 50,648 \$ 24.35 PER HOUR
2008 BASE RATE \$ 52,420 \$ 25.32 PER HOUR
2009 BASE RATE \$ 54,510 \$ 26.33 PER HOUR
2010 BASE RATE \$ 56,690 \$ 27.38 PER HOUR
2011 BASE RATE \$ 58,968 \$ 28.48 PER HOUR
2012 BASE RATE \$ 61,318 \$ 29.62 PER HOUR

LEVEL H; TITLE FOREMAN

2007 BASE RATE \$ 55,400 \$ 26.63 PER HOUR
2008 BASE RATE \$ 57,620 \$ 27.70 PER HOUR
2009 BASE RATE \$ 59,920 \$ 28.81 PER HOUR
2010 BASE RATE \$ 62,320 \$ 29.96 PER HOUR
2011 BASE RATE \$ 64,820 \$ 31.16 PER HOUR
2012 BASE RATE \$ 67,413 \$ 32.41 PER HOUR

All employees receiving an increased pay scale according to their water and sewer license status must keep and maintain their licenses according to DEP requirements to continue to receive an increased pay scale.

If the employee does not maintain their licenses to be current and in good standing in accordance with the DEP then they will be dropped back into the appropriate pay scale for their job description without licenses.

BASED ON AN ANNUAL WORKING HOURS OF 2,080 (40 HOURS PER WEEK)